

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE

MADE IN CONNECTION WITH A ZONE MAP CHANGE

In accordance with Indiana Code § 36-7-4-1015, the Owner of the real estate located in the City of Westfield, Hamilton County, Indiana, which is described below (the "Real Estate"), makes the following COMMITMENTS concerning the use and development of the Real Estate in connection with the Petition to Change Zoning, Docket No. 1402-REZ-01:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT A

STATEMENT OF COMMITMENTS:

SITE DEVELOPMENT COMMITMENTS

1. All drainage from new development shall flow south to the pond and not onto any existing lots in Oak Park, nor onto any existing drainage facilities in Oak Park except for the portion of the site within the Tree Preservation Area which will continue its current drainage pattern.
2. The minimum lot area shall be 22,000 square feet (approximately 0.5 acres). The average lot area for all lots in the Real Estate shall be at least 31,000 square feet (approximately 0.7 acres).
3. The minimum lot width shall be 130 feet.
4. The minimum side yard setback shall be 12 feet with an aggregate side yard setback of 40 feet. The minimum distance between Principal Buildings shall be 40 feet.
5. There shall be no more than four (4) lots abutting Lots 7, 8, and 9 of Oak Park. The rear yard setback of the lots abutting Lots 8 and 9 of Oak Park shall be at least fifty (50) feet.
6. There shall be no more than seven (7) lots abutting Lots 13, 14, 15, 26, 27 and 28 of Oak Park.
7. Up to three (3) homes on Lots 1 -22 may be one-story homes. The home on Lot 23 shall be a two-story home.
8. A white split rail fence theme consistent with existing white split rail fences in Oak Park shall be continued at the entry focal points to the Real Estate on Lots 1 and 23. The existing white fence shall remain in place along the north side of Lot 23.
9. Prior to construction of any home in the development, red maple trees (3-4" caliper) shall be planted forty (40) feet apart along the entire eastern and western perimeter of the Real Estate, not including that part of the perimeter abutting the Tree Preservation Area.

10. The perimeter landscape buffer provided along the eastern boundary of the Real Estate (on Lots 4-7) and along the western boundary of the Real Estate (on Lots 19-23) shall be substantially similar to that shown on Exhibit E. In addition to the red maples noted in Commitment #9 above, the landscape buffer shall be planted with a minimum of two (2) evergreen trees per thirty (30) linear feet, five (5) evergreen shrubs per thirty (30) linear feet, and five (5) deciduous shrubs per thirty (30) linear feet. The configuration of the drainage easement along the property line and the landscape buffer internal to the lot as shown on Exhibit E shall be followed unless otherwise required by the City of Westfield or Hamilton County.
11. Sidewalks shall be constructed on both sides of the street within the public right-of-way per City of Westfield standards.
12. There shall be a Tree Preservation Area on the plat of that part of the Real Estate that abuts Lots 13 and 14 of Oak Park as shown on Exhibit C. The Tree Preservation Area shall be platted as a tree conservation easement. Within the tree conservation easement no trees with a diameter at breast height (DBH) in excess of six inches (6") shall be removed unless the tree is damaged, diseased, dead, or is required to be removed in order to comply with safety requirements of any governmental agency. If such a tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder shall replace the removed tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the easement. It is acknowledged that certain areas of the Tree Preservation Area may not be appropriate for the tree conservation easement due to the location of drainage and utility infrastructure as will be identified at the time of platting.
13. The average finish grade at the base of the homes located on Lots 20-23 shall be at or below the average finish grade at the base of the existing homes of the abutting lots in Oak Park.

LOT CONSTRUCTION COMMITMENTS

14. Homes constructed on the Real Estate shall be of similar character to those depicted in Exhibit D. "Log cabin" type homes are prohibited.
15. Homes shall be at least 4,000 square feet above grade, exclusive of garages and porches.
16. Permissible exterior materials include brick, stone, cultured stone, stucco, fiber cement siding, and wood.
17. Vinyl or aluminum siding shall not be permitted.
18. All exterior chimney chases shall be brick or stone or cementous material.
19. All window casings shall be vinyl clad or aluminum clad type material.

20. The minimum slope of the primary roof pitch shall be 8/12. Secondary roof pitches, such as porches, bays, walkways, etc., may be covered with a lower roof pitch.
21. Roof overhangs shall be required and shall be a minimum of eight (8) inches. Elements such as porches, bays, walkways, etc. may be covered with fewer inches of overhang.
22. Roof vents shall be located to the rear of the dwelling. All vents shall be positioned to be minimally visible from the street.
23. The front elevation or color scheme of a home shall not be the same as any other home within four lots on the same side of the street nor the lots directly across the street from the subject home.
24. All garages shall comply with the garage standards in Exhibit B.
25. All homes shall have a minimum three (3) car attached garage.
26. Driveways shall be concrete, asphalt, or other solid surface. Gravel shall be prohibited.
27. A minimum of six (6) trees shall be planted on each lot, with a minimum of three (3) of such trees planted in the front yard. At least two (2) of the trees shall be flowering trees.
28. Contemporaneous with the construction of a home (or as soon thereafter as weather permits), the front yard and side yards to the rear corner of the house shall be sodded, and rear yards shall be hydroseeded.
29. Above ground pools shall be prohibited.
30. Mini-barns and storage sheds shall be prohibited.

MISCELLANEOUS COMMITMENTS

31. No construction trailers shall be permitted on the Real Estate.
32. Hours of construction on the exterior of homes shall be limited to 7:00a.m. to 7:00p.m. Monday through Saturday.
33. No exterior construction shall be permitted on Sundays.
34. Dumpsters, trash bins and portable toilets shall be placed near the driveway of homes under construction, as near to the home as is reasonably practical. Portable toilets shall be placed near the driveway of homes under construction as near to the home as is reasonably practical and shall have the entrance to the toilets facing away from the street and other homes.
35. There shall be no model homes with daily sales staff in the development. Spec homes may be open and staffed for sales operations on weekends.

36. One (1) Builder/Developer Kiosk Direction Sign (as defined in the Westfield Zoning Ordinance) shall be permitted within the common area at the entry to Oak Park (in either Block A or Block B as identified on the recorded plat for Section 1 of Oak Park.) The sign shall be permitted to remain until Lots 1-15 and 19-23 are sold.
37. One (1) On Site Builder/Developer Direction Sign (as defined in the Westfield Zoning Ordinance) shall be permitted within the common area at the intersection of Oak Park Court and Oak Park Circle (Block D as identified on the recorded plat for Section 1 of Oak Park.) The sign shall be permitted to remain until Lots 1-15 and 19-23 are sold.
38. The concrete wash-out for the development shall not be connected to the existing storm sewer in Oak Park. The concrete washouts for the development shall be located only on Lots 16, 17, and 18 as depicted on the attached Exhibit C.
39. Construction of a home shall begin within twelve (12) months after the building permit is issued for construction of the home and must be completed within eighteen (18) months after the building permit is issued.
40. The owner(s) of "one lot" in the Real Estate shall become "one member" of the Oak Park Homeowners Association, Inc. and such lot shall be subject to the Oak Park Bylaws, Declaration of Covenants, Conditions and Restrictions, as amended.
41. The developer shall pay to the Oak Park Homeowners Association, Inc. a sum equal to \$5,000 times each lot shown on the approved preliminary plat on the Real Estate. For example, if the preliminary plat contains 10 lots, then the sum payable shall be \$50,000. If the Real Estate is developed in more than one preliminary plat, then the sum due from the developer shall be due for each lot approved on each preliminary plat. Said sum shall be due on a per lot basis and payable at the time a building permit is issued for said lot.

Commitments 40 and 41 shall not be valid and enforceable until the Real Estate is incorporated into the Oak Park Homeowners Association, Inc.

These COMMITMENTS shall run with the land, be binding on the Owner of the Real Estate, subsequent owners of the Real Estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the City of Westfield Plan Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition #1402-REZ-01 pursuant to the City of Westfield Zoning Ordinance, and shall continue in effect until modified or terminated by the City of Westfield Plan Commission.

These COMMITMENTS may be enforced by the City Council of the City of Westfield, Hamilton County, Indiana and the Oak Park Homeowners Association, Inc.

The undersigned hereby authorizes the Secretary of the City of Westfield Plan Commission to record these Commitments in the Office of the Recorder of Hamilton County, Indiana, upon final approval of petition #1402-REZ-01.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____, 2014.

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____
Owner of the real estate described above who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2014.

Signature _____

Printed _____

County of Residence _____

My Commission expires: _____

This Instrument was prepared by: John J. Moore, 50S. Meridian St., Suite 700, Indianapolis, Indiana, 46203

I certify under the penalties for perjury, that I have taken due care to remove all tax identification numbers from this instrument, except as required by law. John J. Moore



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EXHIBIT "A"

Part of the Southeast Quarter of Section 7, Township 18, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 7; thence North 89 degrees 51 minutes 17 seconds East (basis of bearing = plat of Oak Park Section 1) along the North line of said Quarter Quarter and south line of Oak Park Section 1, the plat of which is recorded in Plat Cabinet 1, Slide 492 as Instrument No. 9447716 in the Office of the Recorder in Hamilton County, Indiana, a distance of 657.87 feet to the **POINT OF BEGINNING**, (the following five (5) courses being along the south and east lines thereof); (1) continuing North 89 degrees 51 minutes 17 seconds East 102.13 feet; (2) North 00 degrees 00 minutes 00 seconds West 883.23 feet; (3) North 90 degrees 00 minutes 00 seconds East 212.42 feet to a point on a tangent curve to the right having a radius of 125.00 feet, the radius point of which bears South 00 degrees 00 minutes 00 seconds East; (4) southeasterly along said curve an arc distance of 196.35 feet to a point which bears South 90 degrees 00 minutes 00 seconds East from said radius point; (5) North 90 degrees 00 minutes 00 seconds East 75.00 feet to the northwest corner of a tract of land recorded as Instrument No. 200300020298 in said Recorder's Office, (the following three (3) courses being along the west, south and east lines thereof); (1) South 00 degrees 00 minutes 00 seconds West 72.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 275.00 feet; (3) North 00 degrees 00 minutes 00 seconds West 28.00 feet to the south line of said Oak Park Section 1; thence North 89 degrees 51 minutes 41 seconds East along said south line a distance of 301.38 feet to the northwest corner of Oak Park Section 1A Final Plat Re-plat of Lots 19-22 Oak Park Section 1, the plat of which is recorded in Plat Cabinet 2, Slide 242 as Instrument No. 9909917815 in said Recorder's Office; thence South 00 degrees 08 minutes 19 seconds East along the west line of said Re-plat a distance of 712.45 feet to the North line of the Southeast Quarter of said Southeast Quarter Section and the north line of a tract of land recorded as Instrument No. 2010053567 in said Recorder's Office; thence South 89 degrees 51 minutes 17 seconds West along said North line a distance of 419.06 feet to the Northwest corner of said Quarter Quarter and the northeast corner of a tract of land recorded as Instrument No. 9441330 in said Recorder's Office; thence South 00 degrees 04 minutes 06 seconds East along the east line of said land a distance of 240.00 feet; thence South 89 degrees 51 minutes 17 seconds West parallel with said North line a distance of 673.87 feet to a point on the southerly prolongation of a white vinyl fence; thence North 00 degrees 00 minutes 00 seconds East along said prolongation and white vinyl fence a distance of 240.00 feet to the **POINT OF BEGINNING**, containing 21.044 acres of land, more or less.

The above description prepared by:

Steven W. Reeves
Registered Land Surveyor #20400005
March 20, 2014



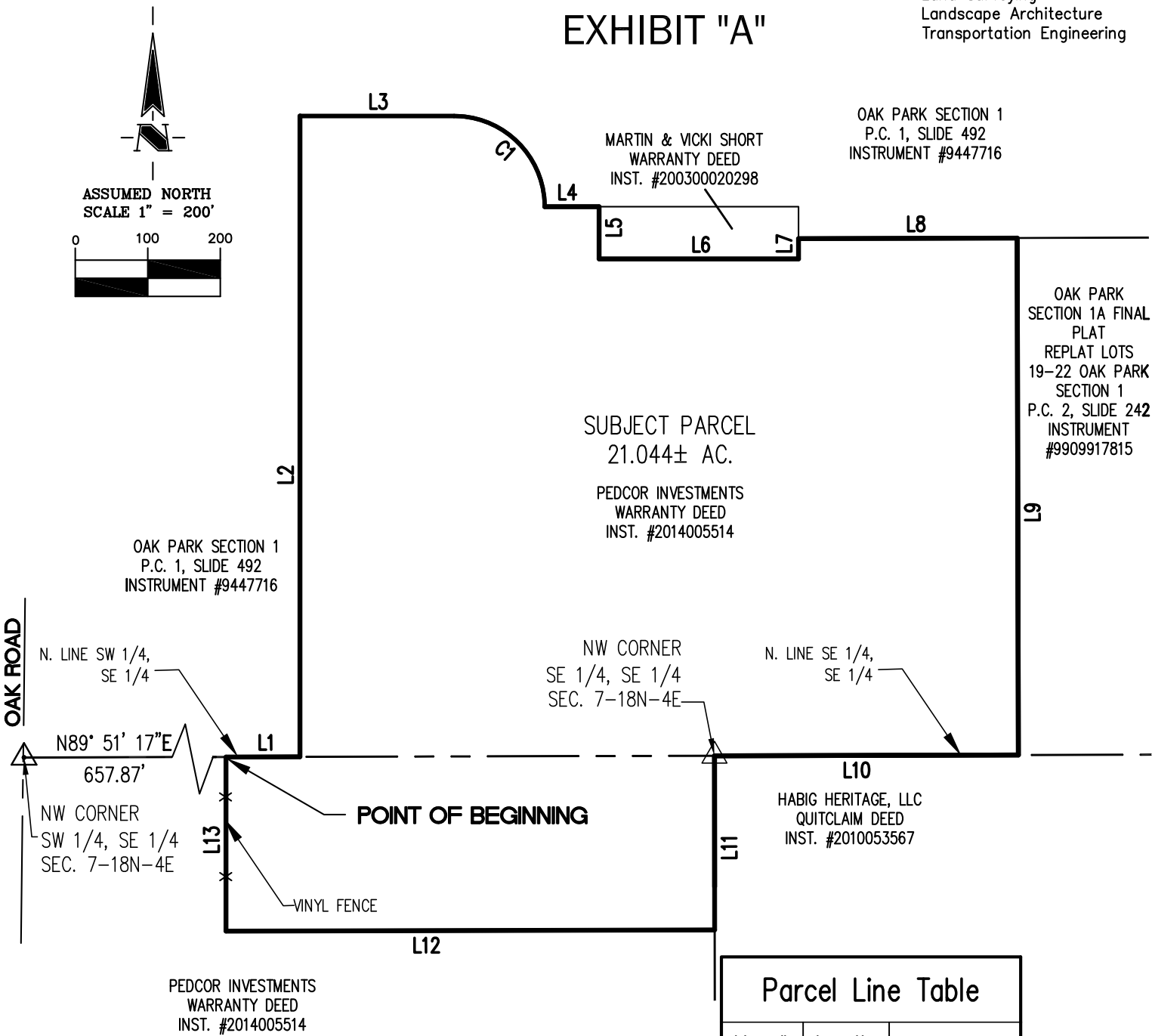
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Steve Reeves



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EXHIBIT "A"



Parcel Line Table		
Line #	Length	Direction
L1	102.13'	N89°51'17"E
L2	883.23'	N0°00'00"W
L3	212.42'	N90°00'00"E
L4	75.00'	N90°00'00"E
L5	72.00'	S0°00'00"W
L6	275.00'	N90°00'00"E
L7	28.00'	N0°00'00"W
L8	301.38'	N89°51'41"E
L9	712.45'	S0°08'19"E
L10	419.06'	S89°51'17"W
L11	240.00'	S0°04'06"E
L12	673.87'	S89°51'17"W
L13	240.00'	N0°00'00"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	196.35'	125.00'	90°	N45°00'00"W	176.78'

EXHIBIT B

Garage Standards

The following types of garages shall be permitted in Oak Park:



Side-Load Garage

A minimum of three bays with the garage doors oriented perpendicular to the street and the driveway located adjacent to the property line.

Courtyard-Load Garage

A minimum of three bays with the garage doors oriented perpendicular to the street and the driveway located near the center of the lot.

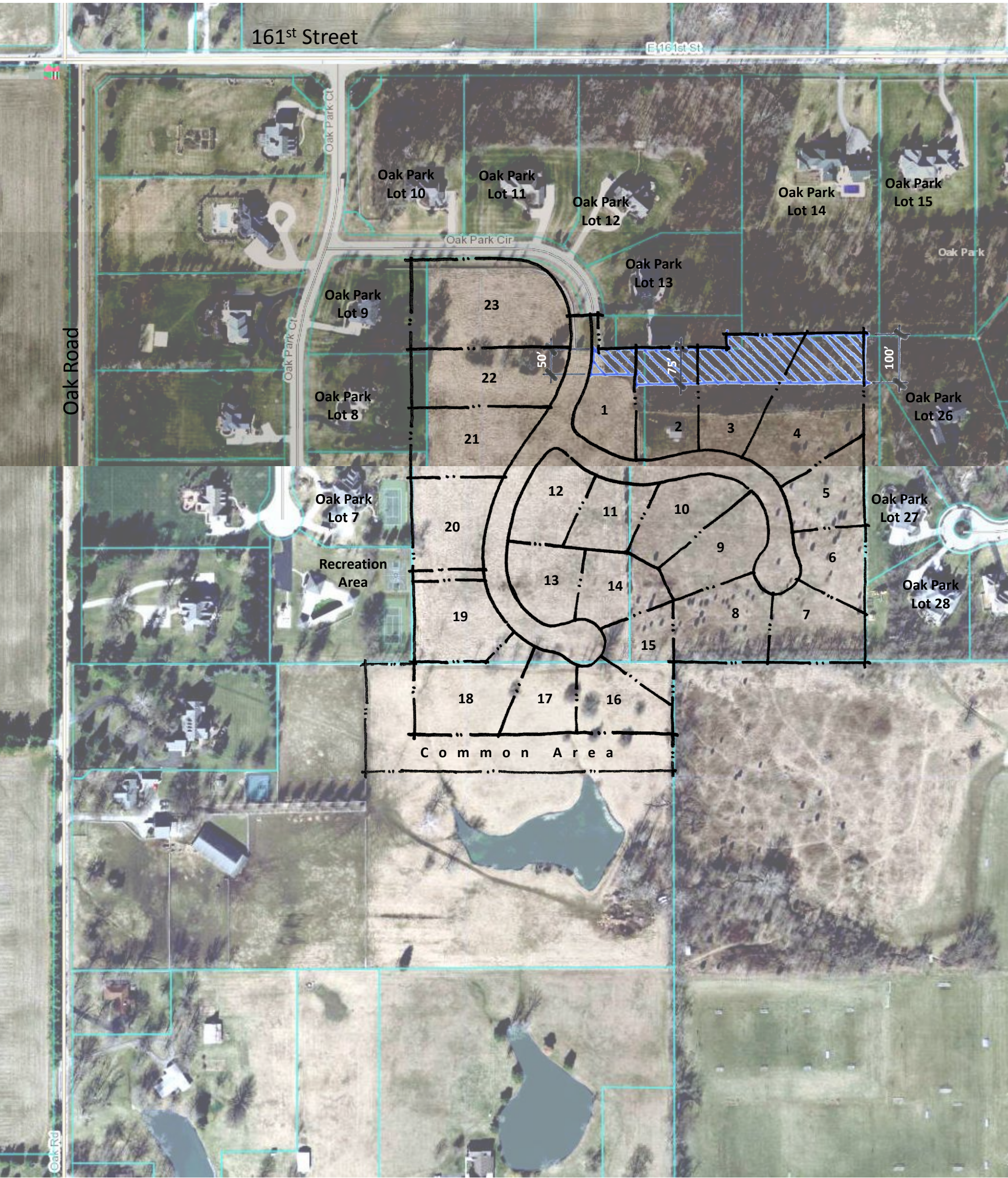


Tandem Garage

A minimum of two bays with the garage doors oriented perpendicular to the street and a maximum of one bay with the garage door facing the street. The garage door facing the street shall be set back behind the side-load garage bays.

Front-load garages shall not be permitted except for the single garage door in the Tandem Garage configuration shown above.

EXHIBIT C



Concept Summary
22 Estate Lots (min. size of 130' x 150')
1 Manor Lot

Notes:
The blue hatched area on Lots 1 – 4 indicates the Tree Preservation Area.

Oak Park
Conceptual Land Plan
Alternative M
Revised March 18, 2014

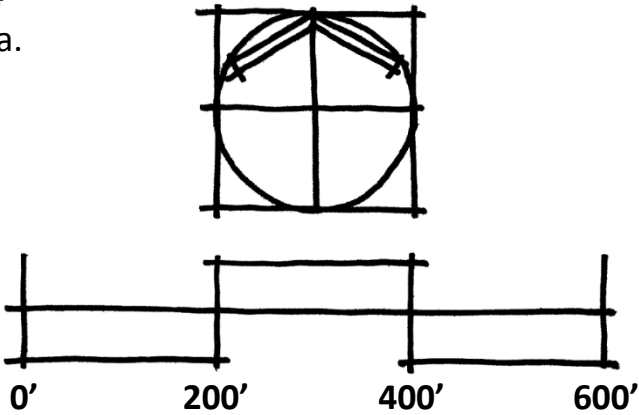


EXHIBIT D
Architectural Character Examples



EXHIBIT D
Architectural Character Examples



EXHIBIT D
Architectural Character Examples

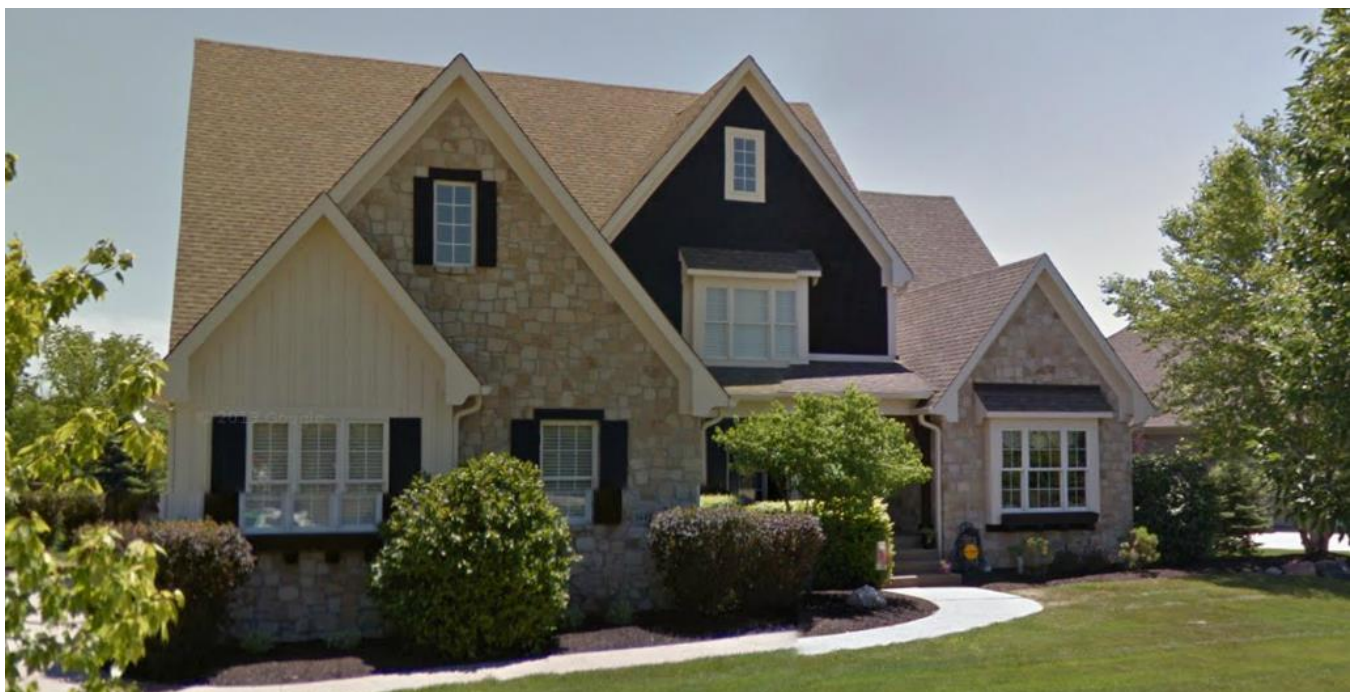
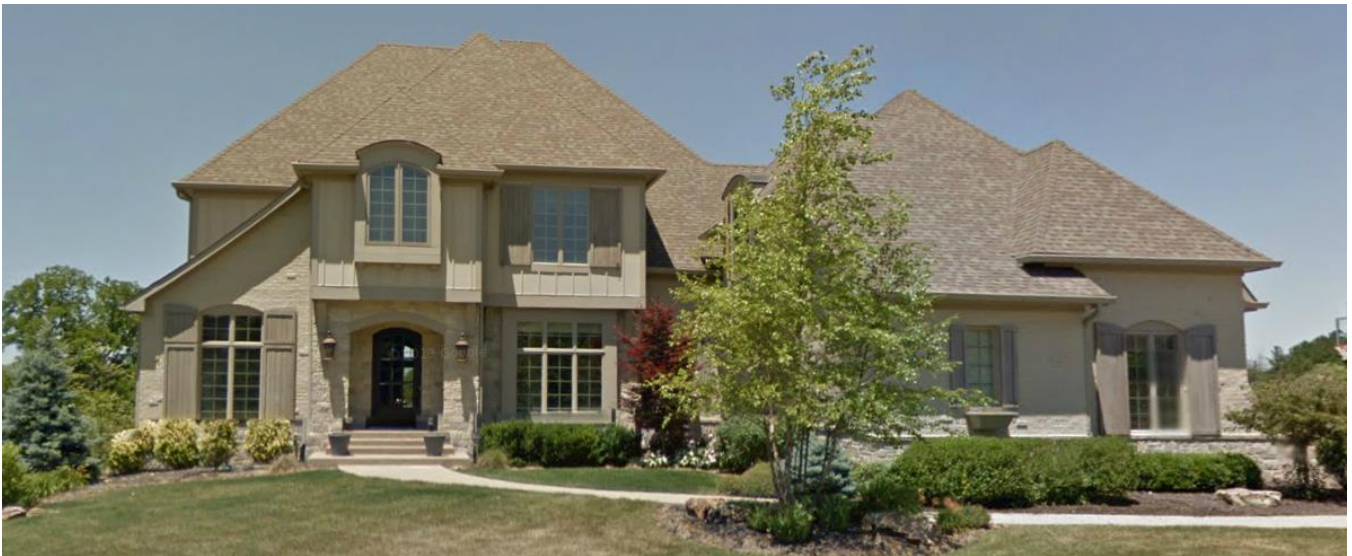


EXHIBIT D
Architectural Character Examples

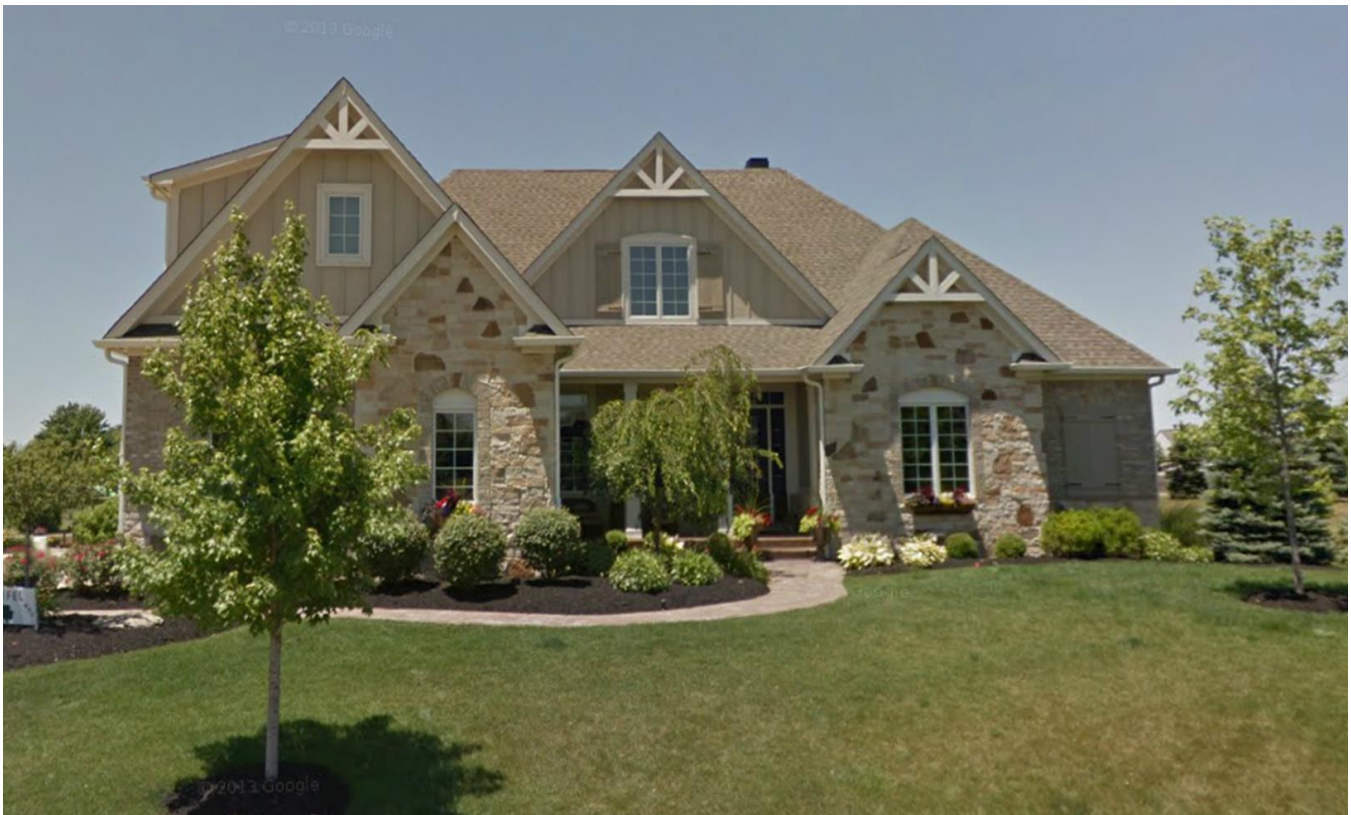


EXHIBIT E
Perimeter Landscape Buffer

